

**DEPARTMENT OF THE TREASURY  
FEDERAL LAW ENFORCEMENT TRAINING CENTER  
GLYNCO, GEORGIA 31524**

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FLETC DIRECTIVE (FD)

NUMBER: 67-14

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Subject:

DATE: 10-03-90  
Sunset Review:

FELLOWSHIP PROGRAM AT THE FEDERAL LAW  
ENFORCEMENT TRAINING CENTER

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1. PURPOSE. This directive shall establish policies, procedures and responsibilities governing the development, implementation and administration of the Fellowship Program.
2. SCOPE. The provisions as set forth in this directive apply to all offices/Divisions of the Federal Law Enforcement Training Center, State or local law enforcement agencies, staff, and personnel participating in the Fellowship Program.
3. REFERENCE.
  - a. Federal Personnel Manual, Chapter 334, "Temporary Assignments Under the Intergovernmental Personnel Act".
  - b. FLETC Directive No. 66-00, General Policies Concerning Employees' Time and Attendance.
  - c. FLETC Directive No. 67-35.A, Standards of Conduct.
  - d. FLETC Directive No. 70-02.A, Travel and Transportation of Center Employees.
  - e. Federal Personnel Manual, Supplement 990-2, Chapter 610, Subchapter S2, Holidays.
  - f. Federal Property Management Regulations 101-7, Federal Travel Regulations Chapter 1-7.9.
  - g. Department of Treasury Travel Regulations, TD 70-02.
4. BACKGROUND. Title IV of the Intergovernmental Personnel Act (IPA) of 1970, As amended, provides for temporary assignments of Federal employees to State and local governments (including institutions of higher education), and also for the temporary assignment of employees of State and local governments to federal agencies, to perform "work of mutual concern" to the participating organizations. These temporary assignments may last up to two years and are intended to facilitate Federal-State-local government cooperation.

According to the IPA, these temporary assignments (known as "intergovernmental mobility assignments") should be used to achieve one or more of the following objectives:

- a. Strengthen the management capabilities of Federal agencies, State, local and Indian tribal governments, and other eligible organizations;
- b. Assist in the transfer and use of new technologies and approaches to solving governmental problems;
- c. Serve as an effective means of involving State and local officials in developing and implementing Federal policies and programs; and
- d. Provide program and developmental experience which will enhance the assignee's performance in his or her regular job.

The IPA further authorizes the expenditure of Federal funds in remuneration to a non-Federal assignee in compensation for salary and for either relocation expenses to and from the assignment location or a per diem allowance at the assignment location during the period of the assignment. The associated Federal organization may pay all or part of the costs based upon whether the Federal organization or the assignee's employing agency benefits most from the assignment.

The establishment of an intergovernmental mobility assignment at the Federal Law Enforcement Training Center (FLETC) shall be known as the Fellowship Program. The assignment shall be made available to qualified candidates who are full-time employees of State or local law enforcement agencies or affiliated training academies. The Fellowship Program will provide benefit to the FLETC and State and local organization through the completion of assigned projects, improved relations with other levels of government, and the infusion of new perspectives, ideas, and skills.

5. PARTICIPATORY OPTIONS. Appropriate program projects may be identified and selected by one of two optional methods. Generally, only one Fellowship shall be offered per project, and only one project shall be operational at any given time. Team participation, however, shall not be precluded and short term projects lasting up to six months and requiring dual Fellowships may be considered. Likewise, two independent Fellowship projects lasting six months each may be considered for implementation.

- a. Program Option I (Classified Projects) The Office of State and Local Training (OSL) shall establish a series of timely, individual projects directly related to the operation of and benefitting either a single Office/Division or the FLETC as a whole. Those proposed projects shall be developed in such detail as to set forth a programmatic description, goals and objectives, detailed work plans, elements of responsibility, and minimum applicant qualifications as prescribed in Attachment 1. The proposed description of duties thus developed shall be submitted to the FLETC Personnel Division where an appropriate qualifications analysis and grade classification shall be established for project applicants in accordance with applicable policy.

When a qualified applicant is selected for the Fellowship under Program Option I, the FLETC shall be considered the primary beneficiary of the assignment and shall assume negotiated program costs including basic salary, fringe benefits and per diem. The employee will, however, remain on the rolls of his/her employing organization. Retirement, health insurance, life insurance, and related benefits provided by the applicants employing organization shall continue to be provided by that organization and related provisions defined by written agreement.

Upon assignment under Program Option I, the appointee shall earn the same basic rate of pay which the assigned position would warrant under applicable classification and pay provisions of the Federal government. If the assignee's State or local salary is less than the minimum rate of pay for the Federal position, the FLETC will supplement the salary to make up the difference. The supplemental salary may vary during the assignment as the assignee's regular salary varies and as revisions to the Federal pay plan occur.

The assignee's State or local salary shall be aid by his/her employing organization and reimbursed by the FLETC. Supplemental salary may be paid directly to the assignee or reimbursed to the employing agency by FLETC upon mutual agreement.

b. Program option II (Unclassified Projects) Recognizing that State and local governmental agencies can also directly benefit from an assignee's appointment to the Fellowship Program, the FLETC will accept from state and local agencies certain project proposals of principal interest to those agencies. The proposed project should clearly set forth the program description, goals and objectives, detailed work plans and elements of responsibility as prescribed in Attachment 1. The duties of the applicant should be project specific and clearly defined in the proposal.

When the Fellowship is awarded under Program Option II, the awardee's salary and expenses shall be paid by his or her employing agency. The rate of pay will be based on his/her non-Federal job. If the employing agency and the FLETC jointly benefit in the project, the FLETC may agree to reimburse the employing agency for expenses including up to 50% of total salary, fringe benefits and per diem costs. No grade classification is required under Option II.

6. TRAVEL and PER DIEM ALLOWANCE (s). The FLETC WILL reimburse the awardee for personal vehicle mileage at the prevailing rate and for other travel expenses in accordance with Department of the Treasury Travel Regulations, TD 70-02, for travel to and from his/her place of residence and the assignment location respectively at the commencement and conclusion the project. If a government owned vehicle is utilized for said travel, the FLETC will reimburses either the awardee or the agency owning the vehicle for the actual costs of oil, gasoline and/or any other authorized purchases according to the provisions of the aforementioned Treasury Travel Regulations.

A per diem allowance may be paid to the awardee at the standard maximum rate for lodging, utilities, meals, incidental and other expenses specific to the assignment location in accordance with the provisions of the Federal Property management regulations 101-7, Federal Travel Regulations Chapter 1-7 (Attachment 2). The awardee shall be responsible for securing lodging and subsistence and for submission of appropriate expense vouchers. On-Center housing, if available, shall be optional to the awardee.

While on official business away from the assignment location, per diem shall be paid in accordance with the provisions of Attachment 2; as cited in the above paragraph.

Payment of travel expenses and per diem shall be made only if the awardee agrees in writing to serve the entire period of his or her assignment or one year, which ever is shorter, unless the assignment is terminated for reasons acceptable to the FLETC. If the Fellowship is terminated by the awardee for reasons unacceptable to the FLETC, the expenses are recoverable from the awardee as a debt due to the United States. The right of recovery from a State of local government employee may be waived if, in the judgment of the Director, a waiver is justified.

7. APPLICATION and SELECTION. Fellowship applications, whether requesting Program Option I or Program Option II, must be submitted through a representative of the employing agency and not by the prospective applicant. All applications shall be made in accordance with provisions as described in Attachment 1.

Submitted materials will be received and reviewed by the Office of State and Local Training, the office where the Fellow will be assigned, and the Personnel Division. Comments and recommendations shall be provided to the Director, who shall select the Fellowship awardee and/or project.

8. FELLOWSHIP AGREEMENTS. Agreements to the terms of the Fellowship and the task involved should be fully understood by all parties. Specific content of the agreement will vary according to the assignment. OPM Optional Form 69 (Attachment 3) shall be used for documenting the agreement. Prior to commitment by both parties, Form 69 shall be sent to the Personnel Division for final regulatory review.

9. ADMINISTRATION and SUPERVISION. All administrative responsibilities related to the Fellowship, including marketing, recruitment, and general oversight, shall be assumed by the Office of State and Local Training.

Should the awardee be assigned to the Office of State and Local Training, then the Chief of Program (OSL) shall assume supervisory responsibility. Should the awardee be assigned to an Office/Division of the FLETC other than the Office of State and Local Training, then an appropriate member of the Office/division shall be assigned supervisory responsibility.

The chief of Programs (OSL) shall coordinate activities and provide liaison when awardees are assigned to Offices/Divisions other than the Office of State and Local Training.

10. PERFORMANCE EVALUATION. An evaluation instrument based upon the specific performance elements of the Fellowship project shall be developed by the OSL in conjunction with the Office/Division of Assignment. That evaluation shall be completed by the Fellow's Supervisor on a quarterly basis and shall be discussed with the awardee. Copies shall be submitted to the Assistant Director (OSL), who will forward the same to the awardee's employing agency.

11. LENGTH of ASSIGNMENT. The actual length of the assignment shall be determined by the requirements of the project. Assignment agreements may be made for up to two years, but should be kept to the minimum time necessary to complete the assigned tasks. Effort should be made to complete the Fellowship project within one year, however, an extension up to one additional year may be granted, if circumstances warrant, for the completion of the project. Such extensions may be granted only upon the recommendation of the Assistant Director (OSL) and upon approval of the Director, the awardee, and his/her employing agency. Short-term (six months) team projects requiring two Fellows shall be considered, as well as short-term independent projects implemented concurrently.

12. HOURS of DUTY. The hours of duty of the awardee shall comply with those set by the Office/Division to which he/she is assigned. Awardees are eligible to participate in alternative work schedule arrangements of the FLETC, but shall not be forced to comply if conflicts arise with State law or local ordinances.

13. HOLIDAYS. The awardee shall be granted all State holidays observed by his/her employing agency in accordance with State or local laws and regulations. Holiday leave shall also be granted to the awardee for all Federal holidays, whether or not observed by his or her employing agency, however, the awardee will not be credited double hours for holidays observed by both agencies.

14. LEAVE. The awardee shall be eligible for accrual and utilization of leave according to his/her permanent employer's leave system. The Fellowship agreement shall specify how the permanent employing agency will be notified of leave taken and how leave will be approved.

15. TERMINATION. The Fellowship assignment may be terminated at any time at the option of the Federal Law Enforcement Training Center, or the employing State or local government. The party terminating the agreement before the project completion date should, if possible, give a thirty (30) day notice to all parties involved. That notification should be in writing and should include justification for the termination. Copies of the termination notice shall be forwarded to the Personnel Division.

Fellowship assignments may be terminated or corrective actions taken when assignments are found to be in violation of the Intergovernmental Personnel Act or

program regulations as specified in the Federal Personnel Manual, Chapter 334 (Attachment 4).

The assignment must be terminated, immediately, whenever the participating employee is no longer employed by his/her original employer.

16. REPORTS. The awardee shall prepare progress reports relative to the Fellowship project on a regular basis. Programs designated for completion in less than one year shall require progress reports at least bi-monthly. Programs designated for completion in one year shall require at least quarterly reports.

Progress reports relative to OSL projects shall be submitted through the Chief of Programs (OSL) to the Assistant Director (OSL) who shall forward the same to the Director and the employing agency. Progress reports relative to projects conducted not within the OSL shall be submitted through the AD of the respective Office/Division or facility to the AD (OSL) who shall forward the same to the Director and the employing agency.

All specified reports, including Assignment Agreements; change or modification reports; and evaluations must be submitted by the Personnel Division to the Office of Personnel Management as prescribed by Chapter 334, Subchapter 2 of the Federal Personnel Manual.

17. OFFICE of PRIMARY INTEREST. Office of State and Local Training.

Charles F. Rinkevich  
Director

Attachments (4) May be obtained from the Office of State & Local Training.